
Country Regional Network – Operations and Maintenance Agreement

(a) The name and business address of the contractor.	John Holland Rail Pty Ltd C/- Level 6, 235 Pyrmont Street, NSW 2009
(b) Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract.	Not Applicable.
(c) The date on which the contract became effective and the duration of the contract.	The contract was signed on 16 December 2010, and will become effective in full on satisfaction of conditions precedent. It will expire on 30 June 2021.
(d) Particulars of the project to be undertaken, the goods or services to be provided or the real property to be leased or transferred under the contract.	The contractor will carry out management, operation, maintenance and upgrade services in respect of certain CRIA owned assets, including the Country Regional Network.
(e) The estimated amount payable to the contractor under the contract.	The amount payable is variable, depending on the scope of services to be delivered to meet NSW government policy for the CRN, and the budget allocated by CRIA for this purpose. It is anticipated that in a given financial year, the budget allocated could exceed \$130 million.
(f) A description of any provisions under which the amount payable to the contractor may be varied.	There are a limited number of fixed cost items under the contract. Generally, however, amount payable under contract will vary depending on services carried out. Base amount payable essentially calculated by applying relevant margin to permitted direct costs. Pain share / gain share mechanisms may be applied in respect of costs associated with certain agreed direct costs. Conversely, the contract includes an abatement regime further to which a

	deduction will be made from the amount otherwise payable to the contractor where the contractor's performance in certain areas is inadequate.
	Contract contains variation provisions under which amounts or rates payable in accordance with the Commercial Framework may vary as a result of certain circumstances.
	Contract also contains provisions adjusting certain sums in line with certain indices published by the Australian Bureau of Statistics.
(g) A description of any provisions with respect to the renegotiation of the contract.	The contract contains provision for renegotiation of certain performance incentives and overheads.
(h) In the case of a contract arising from a tendering process, the method of tendering and a summary of the criteria against which the various tenders were assessed.	Competitive tender following openly advertised request for expressions of interest. Contract negotiated with preferred tenderer. Relevant evaluation criteria included: relationship, safety, capacity and capability to deliver services, ability to achieve safe transition from current service provider, compliance with terms of contract provided in request for proposals, value for money and local industry participation.
(i) A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services.	A substantial component of the contractor's services are operational or maintenance services carried out in respect of the Country Regional Network. These are to be paid for in accordance with the payment provisions referred to above.
(j) Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer.	No significant assets are to be transferred. Contract does provide for transfer of certain plant and equipment and other assets to CRIA on termination. The cost of the transfer will depend upon whether the assets originally belonged to CRIA, and otherwise based on the extent to which CRIA has funded the costs of those assets through the contract term.
(k) Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer.	Certain plant, equipment and other assets (used by previous contractor in carrying out equivalent services) may be transferred to contractor from

		CRIA. These assets are required to be returned to CRIA (if still in existence) on termination of the contract.
(l)	The results of any cost-benefit analysis of the contract conducted by the agency.	Not applicable.
(m)	The components and quantum of the public sector comparator if used.	Not applicable.
(n)	If relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges).	Not applicable.
(o)	If relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved.	<p>Various indemnities are provided by the contractor to CRIA in respect of potential losses arising out of the carrying out of the services.</p> <p>The contractor's liability to CRIA, in any given financial year, is limited to a set amount. This limitation is subject to certain carve outs, such as in respect of liability flowing from any breach of the contractor's safety obligations.</p>
(p)	Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into.	The contractor is required to provide a parent company guarantee from Leighton Holdings Limited, as well as a bank guarantee for a specified amount, to secure performance of the services.
(q)	Particulars of any other key elements of the contract.	Not applicable.
(r)	If some or all of the contract is not disclosed for reasons of confidentiality, the reasons why the contract or provisions have not been published.	A number of provisions are commercial in confidence to the contractor (or are otherwise redacted for reasons set out in the Act) and have been excluded on that basis.
(s)	If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether or not the contract or	Certain provisions regarding commencement that have been excluded may be published in the future where CRIA determines that publication is in the

provisions will be published, and if so, when.

- (t) If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published.

public interest.

Provisions that are commercial in confidence to the contractor include the Commercial Framework (at Schedule 2), pricing exhibits and provisions in respect of insurance, indemnities, limits on liability and security provided.

Information in respect of the identity and details of specific individuals has also been removed, as have a number of references to contracts between CRIA and third parties on the basis of confidentiality and public interest.